



**KWAZULU-NATAL PROVINCE**  
**TRANSPORT**  
REPUBLIC OF SOUTH AFRICA

Private Bag X7022, ESTCOURT, 3310

**DIRECTORATE: COST CENTRE ESTCOURT**

01 Old Main Road, Estcourt, 3310

Tel: 036 352 3153 Fax: 036 352 5484

**QUOTATION FOR APPLICATION AND OBTAINING MINING PERMIT FOR AN EXISTING GRAVEL BORROW-PIT (QUARRY) ALONG MAIN ROAD P281 @KM 34 AND P263 @KM 15 IN LADYSMITH AREA**

*QUOTATION NO. ZNQ03123/00000/00/EST/INF/23/T*

MAAA.....

Service Provider: Central Suppliers Database Registration No: (CSD No.)

NAME OF TENDER .....

AMOUNT : .....

THIS TENDER CLOSES AT 11H00 am, 11 NOVEMBER 2023, AT THE REGIONAL OFFICE LADYSMITH, 12 HYDE ROAD LADYSMITH, 3370

**NO LATE SUBMISSION WILL BE CONSIDERED**

Issued by:  
Department of Transport  
Cost Centre Estcourt  
1 Old Main Road  
Estcourt  
3310

Prepared by:  
Department of Transport  
Ladysmith Area Office  
12 Hyde Road  
Ladysmith  
3370

Contact Name : Mrs F.K Sikhakhane  
Telephone : 036 3523 153

Contact Name: Mr. TN Malinga  
Telephone: 036 638 4437

## PART A

## INVITATION TO BID

|   |  |               |  |  |       |
|---|--|---------------|--|--|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |  |               |  |  |       |
| BID NUMBER:   | ZNQ03123/00000/00/EST/INF/23/T   | CLOSING DATE: | 11 DECEMBER 2023                               | CLOSING TIME:  | 11H00 |
| DESCRIPTION   | QUOTATION FOR APPLICATION AND OBTAINING MINING PERMIT FOR AN EXISTING GRAVEL BORROW-PIT (QUARRY) ALONG MAIN ROAD P281 @KM 34 AND P263 @KM 15 IN LADYSMITH AREA |               |  |  |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |  |               |  |  |       |
| 12 HYDE ROAD  |  |               |  |  |       |
| LADYSMITH   |  |               |  |  |       |
| 3370 (Admin Foyer)  |  |               |  |  |       |
| <b>Mon to Fri: 07:30 until 16:00</b>  |  |               |  |  |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |  |       |
| CONTACT PERSON  | Mrs F.K Sikhakhane   |               | CONTACT PERSON                                 | Mr TN Malinga  |       |
| TELEPHONE NUMBER  | 036 352 3153   |               | TELEPHONE NUMBER                               | 036 638 4437   |       |
| FACSIMILE NUMBER  | 036 352 5484   |               | FACSIMILE NUMBER                               | 036 352 5484   |       |
| E-MAIL ADDRESS  | <a href="mailto:Fundiswa.Sikhakhane@Kzntransport.gov.za">Fundiswa.Sikhakhane@Kzntransport.gov.za</a>   |               | E-MAIL ADDRESS                                 | <a href="mailto:thembelani.malinga@Kzntransport.gov.za">thembelani.malinga@Kzntransport.gov.za</a> |       |
| <b>SUPPLIER INFORMATION</b>   |  |               |  |  |       |
| NAME OF BIDDER  |  |               |  |  |       |
| POSTAL ADDRESS  |  |               |  |  |       |
| STREET ADDRESS  |  |               |  |  |       |
| TELEPHONE NUMBER  | CODE   |               | NUMBER   |  |       |
| CELLPHONE NUMBER  |  |               |  |  |       |
| FACSIMILE NUMBER  | CODE   |               | NUMBER   |  |       |
| E-MAIL ADDRESS  |  |               |  |  |       |
| VAT REGISTRATION NUMBER   |  |               |  |  |       |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:   |               | OR   | CENTRAL SUPPLIER DATABASE No:  | MAAA  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  | TICK APPLICABLE BOX]   |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT            | [TICK APPLICABLE BOX]  |       |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |               |  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |               |  |  |       |

|   |  |  |   |
|---|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
|---|--|--|---|

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|                                       |   |
|---------------------------------------|---|
| <b>1. BID SUBMISSION:</b>             |   |
| 1.                                    | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 2.                                    | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 3.                                    | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 4.                                    | <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |   |
| 1.                                    | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  |
| 2.                                    | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.   |
| 3.                                    | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.  |
| 4.                                    | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  |
| 5.                                    | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  |
| 6.                                    | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |
| 7.                                    | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                       |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS**

PLEASE NOTE THAT THIS CALL FOR BIDS IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the Bids documents.
6. Each Bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids other than that shown on the envelope. If this provision is not complied with, such Bids may be rejected as being invalid.
7. All Bids received in sealed envelopes with the relevant Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids number on the envelope, it shall be opened, the Bid number ascertained, the envelope sealed and the Bid number written on the envelope.
8. A specific box is provided for the receipt of Bids, and no Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post/courier will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting/couriering will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

**Rights to Award**

1. KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bids in Whole or In Part.***
2. Not to make any award in this bid or accept any proposals submitted,
3. Award the project to more than one (1) Respondent for the same activity
4. Request further technical/functional information from any Respondent after the closing date,
5. Verify information and documentation of the Respondent(s),
6. Not to accept any of the bid document submitted,
7. To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
8. If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

**Price Negotiation.**

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

**AUTHORITY TO SIGN**

**Bid/Quotation NO. ZNQ03123/00000/00/EST/INF/23/T**

.....  
.....

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

*(sole member still must sign this resolution)*

Signature of members:

|    | Name  | Signature | Date   |
|----|-------|-----------|--------|
| 1. | _____ | _____     | _____. |
| 2. | _____ | _____     | _____. |
| 3. | _____ | _____     | _____. |
| 4. | _____ | _____     | _____. |
| 5. | _____ | _____     | _____. |
| 6. | _____ | _____     | _____. |

**Specimen signature of the signatory:** \_\_\_\_\_.

**Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.**

**SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|                            |   |
|----------------------------|---|
| Name of bidder.....        | Bid number: <b>ZNQ03123/00000/00/EST/INF/23/T</b> |
| Closing Time: <b>11H00</b> | Closing date: <b>11 DECEMBER 2023</b>             |

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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**INVITATION TO QUOTE : CARRYING OUT (SPECIAL SERVICES) ENVIRONMENTAL SERVICES:APPLICATION AND OBTAINING MINING PERMIT FOR AN EXISTING GRAVEL BORROW-PIT (QUARRY)1ALONG MAIN ROAD P281 @KM 34 AND P263 @KM 15 IN LADYSMITH AREA - CO-ORDINATES: (Lat: 28°40'26.69"S , Long:30°10'9.62"E) AND (Lat: 28°18'49.64"S , Long:29°51'38.48"E)**

## **1. BACKGROUND**

In the past years, the Department of Transport in uThukela District (Escourt Cost Centre in Ladysmith Area Office) has been mining the gravel material for Construction and Maintenance of gravel roads within the uThukela District without obtaining a Mining Permit from Department of Minerals and Energy as the Competent Authority. It has been gazetted by DMRE that mining without permit is illegal therefore a mining permit for a borrow pit is compulsory,

Unfortunately, the KwaZulu Natal Department of Transport (KZN-DOT) cannot continue to Construct or Maintain gravel roads without obtaining Environmental Authorization or Mining Permits from DMRE.

A decision has been taken by the Department of Transport to apply for a Mining Permit through an Independent registered, Experienced Environmental Assessment Practitioner with EAPASA for an existing Gravel Borrow-pits (Quarry) area of 1.4 Ha or less. -

**CO-ORDINATES: P281(Lat:28°40'26.69"S,  
Long:30°10'9.62"E) AND P263 (Lat:28°18'49.64"S,  
Long:29°51'38.48"E)**

**Refer to the locality sketch or layout plan included as Annexure A to this document.**

Therefore, the Department of Transport in uThukela District (Estcourt Cost Centre-Ladysmith Area office) now intends to procure services from a separate suitably Independent registered Environmental Practitioner as per EIA Regulations 2014 (amended), Section 13 to apply for and obtain the aforesaid Mining Permit.

### **Human resources (Proposed Project Team)**

Information regarding resources that are proposed to be involved in the project must be provided in the proposal, short but detailed CV's (not more than four A4 pages) are required for all senior and management staff including possible specialist consultants. The CV should list their relevant experience with respect to linear, specifically road projects, as well as qualifications and details of membership of relevant professional bodies.

**Proponents are required to demonstrate:**

Expertise in the area of environmental concern being dealt with in the application, including previous experience with regard to linear projects as well as the ability to perform all the relevant tasks;

1. The ability to design and manage effective Public Participation Process;
2. The ability to timeously produce thorough, comprehensible and informative documents;
3. Recording and reporting systems to ensure the preservation of all data gathered; and,
4. Specialist knowledge of all relevant policies, legislation, guidelines, norms and standards that apply to the proposed project.
5. Any other specialist knowledge or methodology that may be applicable.

The company capability statement must also be provided, with specific reference to knowledge regarding Environmental Impact Assessments and the relevant authority requirements in this regard. The EAP will be required to sign a declaration of independence to be submitted to the relevant environmental authorities.

The successful service provider will be appointed directly by the Department and not as a subconsultant of a professional service provider.

**2. ENVIRONMENTAL SCOPE OF WORKS REQUIRED**

The purpose of the services required is to apply for and obtain a Mining Permit for the existing Gravel Borrow-pits (Quarry) located **ALONG MAIN ROAD P281 @KM 34 AND P263 @KM 15 IN LADYSMITH AREA**

**CO-ORDINATES: P281(Lat:28°40'26.69"S, Long:30°10'9.62"E) AND P263 (Lat:28°18'49.64"S, Long:29°51'38.48"E)**

**PLEASE NOTE:**

The Minerals and Petroleum Resources Development Act, No 28 of 2002, (MPRDA) distinguishes between mining permits and mining rights. The MPRDA states that an application for a mining right can be issued if the mining area in question exceeds 5 hectares in extent.

In addition, an Environmental Authorisation process, in terms of the National Environmental Management Act, No. 107 of 1998, (NEMA) shall be followed in order to apply for and to obtain the necessary approvals from the Department of Economic Development, Tourism and Environmental Affairs (DEDTEA)

The aforesaid Environmental Authorisation process shall then be submitted to the Department of Minerals and Resources (DMRE). Lastly, if the site proposed for the Borrow-pits (Quarry) is within 500m of a wetland a Water Use License Application (WULA) would need to be submitted to the Department of Water and Sanitation (DWS).

**All work with associated costs to be conducted with regard to all the above is included in the scope of work under this contract.**

## 2.1 Environmental Approval for Mining Right

In order to obtain the necessary environmental authorization for the proposed project from the relevant competent authority, it is envisaged that the undertaking of Environmental Approval process will be required.

**The following activities will form an essential part of the environmental studies:**

1. Application to the Department in terms of the EIA Regulations (2017);
2. Undertake independent, comprehensive and technically sound investigations of all environmental issues associated with the project; and
3. Undertake an inclusive public participation process (PPP) to identify issues and concerns of key stakeholders and interested and affected parties (I&APs). The PPP will accommodate the consultation requirements of the proponent in accordance with the new EIA regulations.

### 2.1.1 Application with the competent authority

An application for authorization for the proposed project shall be submitted to the Department of Minerals and Resources using the prescribed forms. This application shall include information regarding the proponent and the proposed project and shall be submitted together with a declaration of independence from the Service Provider. The authorities shall be requested to supply written confirmation of receipt of the application, together with the EIA project reference number and contact details of the case officer.

Consultation with the relevant environmental authorities shall be undertaken throughout the EIA Process project cycle and shall include, inter alia:

3. Submission of the requisite application form for authorization for the proposed project; and
4. Submission of the draft and final reports, including an Environmental Management Plan (EMP) for review and decision making and commenting purposes.

Officials from the relevant environmental authorities shall be contacted to undertake a site visit during this phase of the project - the costs associated with this shall be deemed have been included in the Bidder's tendered rates.

### 2.1.2 Assessment Phase

An initial information scan and desktop study shall be conducted to provide important information regarding the study area and the proposed project, including the project needs and justification. Readily available data shall be collected (e.g. feasibility studies, specialist reports etc.).

### 2.1.3 Environmental Report

**The Environmental Report shall include at least the following:**

5. A detailed description of the proposed activity and the location where the proposed activity is to be undertaken;
6. A description of the environment that may be affected by the proposed activity and the impacts of the proposed activity on physical, biological, social, economic and cultural aspects of the environment;
7. Details of the public participation process conducted;
8. A description of the need and desirability and advantages and disadvantages of the proposed facility;
9. A description of the identified potential alternatives including a comparative assessment;
10. A description of identified environmental issues and assessment of the significance of each issue with the assistance of specialist studies;
11. Any assumptions, uncertainties and gaps in knowledge;
12. A draft Environmental Management Programme; and
13. Recommendations by the Environmental Assessment Practitioner on whether the activity should or should not be authorized.

### 2.1.4 Public Participation Process (PPP)

**The primary aims of the PPP shall include:**

14. Meaningful and timeous participation of interested and affected parties (I&APs);
15. Identification of issues and concerns of key stakeholders and I&AP with regards to the proposed development, i.e., focus on important issues;
16. Promotion of transparency and an understanding of the proposed project and its potential environmental (social and biophysical) impacts;
17. Accountability for information used for decision-making;
18. To serve as a structure for liaison and communication with I&APs, and
19. A meeting in identifying potential environmental (social and biophysical) impacts associated with the proposed project

### **a) Identification of and Consultation with Key Stakeholders and Landowners**

**The first step in the PP Process shall entail the identification of key I&APs and Stakeholders, including:**

20. Local and provincial government;
21. Affected and neighbouring landowners;
22. Environmental Non-Governmental Organisations, and
23. Community Based Organisations.

Identification of I&APs shall take place through existing databases, door to door interaction, responses to newspaper advertisements, networking and a proactive process to identify key I&APs within the study area. All I&AP information (including contact details), together with dates and details of consultations and a record of all issues raised shall be recorded within a comprehensive database of affected landowners (and occupiers where relevant). This database shall be updated on an on-going basis throughout the project process, and shall act as a record of the communication/involvement process.

### **b) Advertising**

In accordance with the EIA Regulations, the commencement of the EIA Process for the project shall be advertised in the local newspaper in English. In order to ensure that the widest group of I&APs are informed regarding the proposed project, site notices will be placed at strategic points.

### **c) Background Information Document**

A background information document shall be compiled and distributed to I&APs. The aim of this document is to provide a brief outline of the proposed project, provide I&APs with a map of the study area, provide preliminary details regarding the EIA, and to explain how I&APs can become involved in the project. The BID shall be distributed to all identified I&APs and Stakeholders together with a comment sheet inviting I&APs and Stakeholders to submit details of any issues and concerns.

### **d) Public Meetings**

The purpose of a Public Meeting shall be to provide an appropriate format to enable I&APs to raise concerns related to the proposed project. The intention is that I&APs are afforded the opportunity of interacting on a one-on-one basis with technical and planning representatives of the project as well as the environmental team. I&APs shall complete attendance registers and a short questionnaire to I&APs in raising concerns and general views on the project. Formal minutes of the public meeting shall be compiled and distributed to the attendees. These proceedings shall also be included in the final BA Report. The public meeting shall be advertised prior to the event. I&APs registered on the project database shall be notified of these public meeting by letter, e-mail and facsimile.

### **e) Public and Authority Review of the draft Reports**

The draft Report shall be made available at public places for public review and commenting purposes for the Regulated period. All I&APs and Stakeholders registered on the project database are to be notified of the availability of this report by letter, facsimile or e-mail. Additionally, copies of the draft report shall be submitted to the Department.

### **f) Comments and Response Report**

Issues and concerns raised during the PP Process shall be compiled into a Comments and Response Report, where responses are to be provided by the project team. Information from the PPP held during the process shall be incorporated into the Comments and Response Report. From this Comments and Response Report, action lists shall be compiled detailing those actions which the Project team are required to undertake in order to address specific issues raised.

### **g) Distribution Review of Reports and Public Participation Documentation**

All draft reports and documentation relevant to the PPP generated by the successful Service Provider shall be forwarded to the project team for review and approval prior to placement, release to public or submission to the authorities.

## **2.15 Water Use License Application as per the National Water Act (Act 36 of 1998)**

The National Water Act ([NWA], Act 36 of 1998) identifies 11 consumptive and non-consumptive water uses which must be authorized under a tiered authorization system. Section 27 of the NWA specifies that the following factors regarding water use authorization must be taken into consideration:

24. The efficient and beneficial use of water in the public interest;
25. The socio-economic impact of the decision whether to issue a licence;
26. Alignment with the catchment management strategy;
27. The impact of the water use, resource directed measures; and
28. Investments made by the applicant in respect of the water use in question.

Section 21 of the NWA identifies listed activities for which a Water Use License should be obtained. Specifically relating to the storage of water in a dam and activities within a wetland, the following activities will require registration through a Water Use License

**Process:**

NATIONAL WATER ACT, (ACT 36 OF 1998)

Section 21:

- (b) storing water
- (c) Impeding or diverting the flow of water in a watercourse
- (i) Altering the beds, banks, course or characteristics of a watercourse

The Water Use License application shall be compiled as per the DWS guideline document for compilation of an WULA and specifically also Section 52 and Section 41 of the National Water Act (Act No 36 of 1998).

**2.3 DWS consultation**

The consultation process shall take place at the earliest after award of the bid to the successful Service Provider as to ensure that there is a consensus on the following issues:

- 29. Proposed water uses;
- 30. Impacts on water resources;
- 31. Sensitive issues about the catchment concerned.

Communication with DWS shall occur on a regular basis, throughout the process as this is expected to assist in streamlining the process and facilitates timeously delivery of the license.

The technical report shall be compiled as per the DWS Guidelines, including the following appendices:

- 32. Signature of the responsible person on declaration forms and certified copy of Identity Document;
- 33. Landowner consent (including signing of form 902 by the landowner or representative thereof);
- 34. Copies of the title deeds (or agreement between client and the landowner);
- 35. Fully completed application forms;
- 36. Copy of Registration fee;
- 37. Company registration certificate;
- 38. Copy of property's zoning document;
- 39. Proof of public participation correspondence;
- 40. Proof of BBBEE status considering to redress the results of past racial and gender discrimination according to Section 27 of the NWA;
- 41. Engineering information;
- 42. Required specialist studies.

## 2.4 Summary of Project Deliverables

The table below provides a summary of the expected deliverables for this contract.

**TABLE 1: KEY PROJECT DELIVERABLES TASK DESCRIPTION DELIVERABLE**

| Task Description                                     | Deliverable  |
|--|--|
| Basic Assessment Report as per the DMRE requirements | DRAFT Report (including specialist input and EMPR)<br>FINAL Report (including specialist input and EMPR)                                 |
| Public Participation for EIA                         | Advertisement for invitation in process to IA&Ps I&AP Database Comments and Response Report Advert notifying registered IAPs of decision |
| Water Use License                                    | Activities within 500m of a wetland  |
| Mining Permit  | Final report/response from DMRE (Competent Authority)  |

## 3. TIME FOR COMPLETION

The Department of Transport in Uthukela District (Estcourt Cost centre in Estcourt Area Office) has various contracts (projects) currently in the implementation phase (construction).

Therefore, it is imperative that after award, the successful bidder shall be required to commence with duties immediately. Tenderers are to indicate on the Form of Offer if their company has the time and resources to commence with the work accordingly.

## 4. SITE INSPECTION

There will be no compulsory site inspection, however, tenderers are encouraged to inspect the existing Borrow-pits (Quarry) site before pricing the document. All queries may be directed to **Mr T.N. Malinga** of the **Ladysmith Area Office** on **036 638 4437**, email address: **Thembelani.malinga@Kzntransport.gov.za**



## 5. CLOSING DATE

Your duly completed, signed quotation with all compulsory Returnable Schedules must be submitted to **Supply Chain Management (SCM), Department of Transport Regional Office Ladysmith** situated in **12 Hyde Road, Ladysmith, 3370 at 11h00, on the 20<sup>th</sup> October 2023.**

## 6. TERMS AND CONDITIONS OF PAYMENT

The successful bidder will be expected to enter into a service level agreement with the Department of Transport in uThukela District (Estcourt Cost Centre-Estcourt Area office).

## 7. COMPULSORY RETURNABLES

The following compulsory returnable documents are to be submitted with the Bid:

- 7.1 Proof of COIDA cover;
- 7.2 Valid Tax Clearance Certificates: (Bidders' status shall be "Compliant");
- 7.3 Full print out of the Bidders' Central Suppliers Database (CSD) forms not older than 2 weeks, including TAX and VAT related information. Failure to do so will result in the Bid deemed to be non-Responsive and shall not be evaluated any further;
- 7.4 Professional Registration with relevant Professional Body(ies); i.e EAPASA
- 7.5 Proof of Professional Indemnity cover

Kindly note that, failure to include one or more of the above prescribed compulsory returnable documents will result in the submission to be deemed Non-Responsive and such Bid shall not be evaluated any further.

At the time of bid-closing, bidders will not be disqualified during the evaluation of bids if COIDA cover is not yet in place. However, the successful bidder and the bidder's drilling Subcontractor (When necessary) will have to have COIDA cover in place within 2 weeks after award.

Also kindly note that any bid containing tendered rates for any items being left blank or (except for the VAT amount if the Bidder is not registered as a VAT vendor) will not be accepted and will result in the bid to be deemed non-responsive and such bid shall not be evaluated any further.

**INVITATION TO QUOTE: CARRYING OUT (SPECIAL SERVICES) ENVIRONMENTAL SERVICES:APPLICATION AND OBTAINING MINING PERMIT FOR AN EXISTING GRAVEL BORROW-PIT (QUARRY) ALONG MAIN ROAD P281 @KM 34 AND P263 @KM 15 IN LADYSMITH AREA - CO-ORDINATES: (Lat: 28°40'26.69"S, Long:30°10'9.62"E) AND (Lat: 28°18'49.64"S, Long:29°51'38.48"E)**

**FORM OF OFFER**

I/We hereby tender for **CARRYING OUT ENVIRONMENTAL SERVICES: APPLICATION AND OBTAINING OF A MINING PERMIT FOR EXISTING GRAVEL BORROW-PITS (QUARRY) ALONG MAIN ROAD P281 @KM 34 AND P263 @KM 15 IN LADYSMITH AREA** as specified in this quotation document and pricing schedule. I/We undertake to perform the work as specified in accordance with the General Conditions and Procedures for Supply Chain Management.

I/We confirm that the information contained in the compulsory Returnable Documents included in my/our Bid is valid, true and correct and understand that the submission of fraudulent information is a criminal act.

The offered total of the prices inclusive of Value Added Tax is:

R.....

Amount in words:

.....  
.....

Date: .....

Name of tenderer: .....

Address: .....

Contact Number: .....

Name of signatory: .....

Signature: .....

**Our company has the necessary resources & can commence with the above detailed immediately after award, if my/our bid is successful, (Tick appropriate Box):**

|     |  |
|-----|--|
| YES |  |
| NO  |  |

| Item No. | SCOPE OF WORK   | UNIT  | QUANTITY | RATE | AMOUNT |
|----------|---|-------|----------|------|--------|
| 1        | P&Gs FOR A MINING PERMIT - OBTAIN AUTHORITY INCEPTION, CONSULTATION, APPLICATION & FEES, SUBMISSION, COMPILATION, SITE VISITS & CONTRACT MANAGEMENT ) | L.Sum | 1        |      |        |
| 2        | APPLICATION & SUBMISSIONS FOR ENVIRONMENTAL AUTHORISATION FOR A MINING PERMI / EIA  | L.Sum | 1        |      |        |
| 3        | PUBLIC PARTICIPATION PROCESS( Including Adverts, Site Notices, public comments )  | L.Sum | 1        |      |        |
| 4        | DRAFT BASIC ASSESSMENT REPORT / SCOPING REPORT & EIA (EMPr)   | L.Sum | 1        |      |        |
| 5        | FINAL BASIC ASSESSMENT REPORT / SCOPING REPORT & EIA (EMPr) Including Conclusions & Recommendations   | L.Sum | 1        |      |        |
| 6        | NOTIFY I & AP's OF DECISIONS (within 12 Days) & APPEALS   | /HR   | 16       |      |        |
| 7        | <b>SPECIALIST STUDIES</b>   |       |          |      |        |
| a        | HERITAGE IMPACT ASSESSEMENT   | L.Sum | 1        |      |        |
| b        | ECOLOGICAL IMPACT ASSESSMENT  | L.Sum | 1        |      |        |
| c        | HYDROLOGICAL IMPACT ASSESSMENT  | L.Sum | 1        |      |        |
| 8        | SPECIALIST ENVIRONMENTAL REPORT   | L.Sum | 1        |      |        |
| 9        | <b>INTERNAL DISBURSEMENTS</b>   |       |          |      |        |
| a        | PRINTING / BINDING OF ALL REPORTS, TELEPHONE BILLS  | L.Sum | 1        |      |        |
| b        | TRAVEL DISBURSEMENTS  | Km    | 6000     |      |        |
|          | SUB-TOTAL   |       |          |      |        |
|          | CONTIGENCIES @ 5%   |       |          |      |        |
|          | PROJECT COST (VAT EXCL)   |       |          |      |        |
|          | VAT @ 15%   |       |          |      |        |
|          | TOTAL PROJECT COST  |       |          |      |        |

(full name) \_\_\_\_\_, in my capacity as \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.

Signature of duly authorised representative

Date:

**SBD 4**

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| <b>Full Name</b> | <b>Identity Number</b> | <b>Name of institution</b> | <b>State</b> |
|------------------|------------------------|----------------------------|--------------|
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |

2.2.1 If so, furnish particulars:

.....  
.....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

***Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid***

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1. The following preference point systems are applicable to invitations to tender:
  - 1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

**1. To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

- 1. The applicable preference point system for this tender is the **80/20** preference point system.
- 2. The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
  - 1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
    - 1. Price; and
    - 2. Specific Goals.

**1. To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

- 2. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 3. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**3. DEFINITIONS**

- 1. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 3. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 4. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 5. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**1. POINTS AWARDED FOR PRICE**

**3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender



**2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**1. POINTS AWARDED FOR PRICE**

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**7. POINTS AWARDED FOR SPECIFIC GOALS**

1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: The 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

| The specific goals allocated points in terms of this tender  | Number of points allocated (80/20 system) | Acceptable Returnable / Evidence  | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|--|---|---|--|
| An EME or QSE which is at least 51% owned by   | Max points = 12 points                    | CIPC company registration documents and BBB-EE Certificate or Sworn affidavit |  |
| 1. black people  | 6 points                                  |   |  |
| 2. black people who are youth  | 2 points                                  |   |  |
| 1. black people who are women  | 2 points                                  |   |  |
| 1. black people with disabilities  | 2 points                                  |   |  |
| Promotion of Tenderer's located in a Specific Area   | Max points = 8 points                     | CIPC company registration documents   |  |
| 1. The promotion of enterprises located in a KZN Province  | 4 points                                  |   |  |
| The promotion of enterprises located in the District Municipality where the construction material is required. | 4 points                                  |   |  |
|  |   |   |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

1. Name of company/firm.....

2. Company registration number: .....

3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  1. disqualify the person from the tendering process;
  2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  5. forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE) (Gazette Vol. 630 No. 41287)  
Issued in terms of paragraph 3.6.2.4.1 (B)**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

|  |  |            |          |
|--|--|------------|----------|
| <b>Enterprise Name</b>                                 |  |            |          |
| <b>Trading Name (If Applicable):</b>                   |  |            |          |
| <b>Registration Number</b>                             |  |            |          |
| <b>Enterprise Physical Address:</b>                    |  |            |          |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |  |            |          |
| <b>Nature of Business:</b>                             | <b>BEP</b><br>(Built Environment Professional)   | Contractor | Supplier |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-<br/>I. before 27 April 1994; or<br/>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>  |            |          |
| <b>Definition of "Black Designated Groups"</b>         | <p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p> |            |          |

**Construction Sector Affidavit**

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%

|            |              |  |
|------------|--------------|--|
| BEP        | R1.8 million |  |
| Contractor | R3.0 million |  |
| Supplier   | R3.0 million |  |

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_/\_\_\_/\_\_\_\_\_, (dd/mm/yyyy) the annual Total Revenue was R3,000,000.00 (3 Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

|                           |   |  |
|---------------------------|---|--|
| 100% Black Owned          | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned  | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| At least 30% Black Owned  | <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |
| Less than 30% Black Owned | <b>Level Five</b> (80% B-BBEE procurement recognition level)  |  |

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Stamp**

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner of Oaths

**FAILURE TO FULLY COMPLETE DATE AND SIGN THIS FORM WILL RESULT TO NON-AWARD OF POINTS**

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

|                  |       |
|------------------|-------|
| <b>WITNESSES</b> |       |
| 1                | ..... |
| 2                | ..... |

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
|                        |                                       |                 |                                     |  |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....



**GENERAL CONDITIONS OF CONTRACT****1. Definitions**

The following terms shall be interpreted as indicated:

1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
7. "Day" means calendar day.
8. "Delivery" means delivery in compliance of the conditions of the contract or order.
9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
14. "GCC" means the General Conditions of Contract.

15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
20. "Project site," where applicable, means the place indicated in bidding documents.
21. "Purchaser" means the organization purchasing the goods.
22. "Republic" means the Republic of South Africa.
23. "SCC" means the Special Conditions of Contract.
24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 1. Application

1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**1. General**

1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**1. Standards**

1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**1. Use of contract documents and information; inspection.**

1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**1. Patent rights**

1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**5. Performance security**

1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  6. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  7. a cashier's or certified cheque
1. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

1. All pre-bidding testing will be for the account of the bidder.
2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 9. Delivery and documents

1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
2. Documents to be submitted by the supplier are specified in SCC.

## 10. Insurance

1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 11. Transportation

1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## 12. Incidental Services

1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
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1. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**6. Spare parts**

1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  2. in the event of termination of production of the spare parts:
    1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**3. Warranty**

1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**4. Payment**

1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
4. Payment will be made in Rand unless otherwise stipulated in SCC.

**5. Prices**

1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**6. Contract amendments**

1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**7. Assignment**

1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**8. Subcontracts**

1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**9. Delays in the supplier's performance**

1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.



6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 10. Penalties

1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 11. Termination for default

1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  2. if the Supplier fails to perform any other obligation(s) under the contract; or
  3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
4. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
5. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
6. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
7. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
8. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  1. the name and address of the supplier and / or person restricted by the purchaser;
  2. the date of commencement of the restriction
  3. the period of restriction; and
  4. the reasons for the restriction.

1. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
5. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **12. Anti-dumping and countervailing duties and rights**

1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **13. Force Majeure**

1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **14. Termination for insolvency**

1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **15. Settlement of Disputes**

1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

5. Notwithstanding any reference to mediation and/or court proceedings herein,

1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
2. the purchaser shall pay the supplier any monies due the supplier.

**3. Limitation of liability**

1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**4. Governing language**

1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**5. Applicable law**

1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**6. Notices**

1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**7. Taxes and duties**

1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**8. National Industrial Participation (NIP) Programme**

1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**9. Prohibition of Restrictive practices**

1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.